

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NO. <b>See Continuation</b>		PAGE 1 OF <b>25</b>	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NO. <b>RPN-00-CI-0009</b>	
6. SOLICITATION ISSUE DATE <b>08-24-00</b>		7. FOR SOLICITATION INFORMATION CALL		a. NAME <b>Bruce Feirtag, Contract Specialist</b>		b. TELEPHONE NO. (No collect calls) <b>304-480-7110</b>	
8. OFFER DUE DATE/LOCAL TIME <b>09-15-00/4:00p.m.</b>		9. ISSUED BY <b>Department of the Treasury Bureau of the Public Debt Division of Procurement, Room 207 200 Third Street Parkersburg, WV 26101-5312</b>		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A)  SIC: 8721 SIZE STD: \$6 million		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING  14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
12. DISCOUNT TERMS		15. DELIVER TO <b>See herein</b>		16. ADMINISTERED BY <b>Same as block 9</b>		17a. CONTRACTOR/OFFEROR CODE FACILITY CODE	
18a. PAYMENT WILL BE MADE BY <b>Department of the Treasury Bureau of the Public Debt Administrative Accounts Branch 200 Third Street, UNB 6<sup>th</sup> Floor Parkersburg, WV 26101-1328</b>		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES <b>See Continuation</b> <small>(Attach Additional Sheets as Necessary)</small>			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
25. ACCOUNTING AND APPROPRIATION DATA							
26. TOTAL AWARD AMOUNT (For Govt. Use Only)							
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR	
32c. DATE				38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR				42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		40. PAID BY	
				42d. TOTAL CONTAINERS			

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405.

OMB No.: 9000-0136  
Expires: 09/30/98

CONTINUATION OF STANDARD FORM 1449

**Block 1 - REQUISITION NO.**

IF-AR00A-2000-0001  
 IF-BO00A-2000-0001  
 IF-BR00A-2000-0001  
 IF-CO00A-2000-0001  
 IF-CR00A-2000-0001  
 IF-DR00A-2000-0001  
 IF-EC00A-2000-0001  
 IF-ES00A-2000-0001  
 IF-GT00A-2000-0001  
 IF-HO00A-2000-0001  
 IF-ME00A-2000-0001  
 IF-NC00A-2000-0001  
 IF-PN00A-2000-0001  
 IF-PY00A-2000-0001  
 IF-PU00A-2000-0001  
 IF-VZ00A-2000-0001

**BASE YEAR (FY 2000 Audits)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	Argentina Grant Audit		Ea.		
2	Bolivia Grant Audit		Ea.		
3	Brazil Grant Audit		Ea.		
4	Colombia Grant Audit		Ea.		
5	Costa Rica Grant Audit		Ea.		
6	Dominican Republic/Haiti Grant Audit		Ea.		
7	Ecuador Grant Audit		Ea.		
8	El Salvador Grant Audit		Ea.		
9	Guatemala Grant Audit		Ea.		
10	Honduras Grant Audit		Ea.		
11	Mexico Grant Audit		Ea.		
12	Nicaragua Grant Audit		Ea.		
13	Panama Grant Audit		Ea.		
14	Paraguay Grant Audit		Ea.		
15	Peru Grant Audit		Ea.		
16	Venezuela Grant Audit		Ea.		

**OPTION YEAR 1 (FY 2001 Audits)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
17	Argentina Grant Audit		Ea.		
18	Bolivia Grant Audit		Ea.		
19	Brazil Grant Audit		Ea.		
20	Colombia Grant Audit		Ea.		
21	Costa Rica Grant Audit		Ea.		
22	Dominican Republic/Haiti Grant Audit		Ea.		
23	Ecuador Grant Audit		Ea.		
24	El Salvador Grant Audit		Ea.		
25	Guatemala Grant Audit		Ea.		
26	Honduras Grant Audit		Ea.		
27	Mexico Grant Audit		Ea.		
28	Nicaragua Grant Audit		Ea.		
29	Panama Grant Audit		Ea.		
30	Paraguay Grant Audit		Ea.		
31	Peru Grant Audit		Ea.		
32	Venezuela Grant Audit		Ea.		

**OPTION YEAR 2 (FY 2002 Audits)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
33	Argentina Grant Audit		Ea.		
34	Bolivia Grant Audit		Ea.		
35	Brazil Grant Audit		Ea.		
36	Colombia Grant Audit		Ea.		
37	Costa Rica Grant Audit		Ea.		
38	Dominican Republic/Haiti Grant Audit		Ea.		
39	Ecuador Grant Audit		Ea.		
40	El Salvador Grant Audit		Ea.		
41	Guatemala Grant Audit		Ea.		
42	Honduras Grant Audit		Ea.		
43	Mexico Grant Audit		Ea.		
44	Nicaragua Grant Audit		Ea.		
45	Panama Grant Audit		Ea.		
46	Paraguay Grant Audit		Ea.		
47	Peru Grant Audit		Ea.		
48	Venezuela Grant Audit		Ea.		

**OPTION YEAR 3 (FY 2003 Audits)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
49	Argentina Grant Audit		Ea.		
50	Bolivia Grant Audit		Ea.		
51	Brazil Grant Audit		Ea.		
52	Colombia Grant Audit		Ea.		
53	Costa Rica Grant Audit		Ea.		
54	Dominican Republic/Haiti Grant Audit		Ea.		
55	Ecuador Grant Audit		Ea.		
56	El Salvador Grant Audit		Ea.		
57	Guatemala Grant Audit		Ea.		
58	Honduras Grant Audit		Ea.		
59	Mexico Grant Audit		Ea.		
60	Nicaragua Grant Audit		Ea.		
61	Panama Grant Audit		Ea.		
62	Paraguay Grant Audit		Ea.		
63	Peru Grant Audit		Ea.		
64	Venezuela Grant Audit		Ea.		

**OPTION YEAR 4 (FY 2004 Audits)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
65	Argentina Grant Audit		Ea.		
66	Bolivia Grant Audit		Ea.		
67	Brazil Grant Audit		Ea.		
68	Colombia Grant Audit		Ea.		
69	Costa Rica Grant Audit		Ea.		
70	Dominican Republic/Haiti Grant Audit		Ea.		
71	Ecuador Grant Audit		Ea.		
72	El Salvador Grant Audit		Ea.		
73	Guatemala Grant Audit		Ea.		
74	Honduras Grant Audit		Ea.		
75	Mexico Grant Audit		Ea.		
76	Nicaragua Grant Audit		Ea.		
77	Panama Grant Audit		Ea.		
78	Paraguay Grant Audit		Ea.		
79	Peru Grant Audit		Ea.		
80	Venezuela Grant Audit		Ea.		

## **52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (MAY 1999)**

is hereby incorporated by reference.

### **ADDENDUM TO 52.212-4, CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (MAY 1999)**

#### **CONTRACT TERM**

This contract consists of a base period and four (4) option periods, as shown below:

Base Period:	Date of award through Month 12
Option Period I:	Month 13 through Month 24
Option Period II:	Month 25 through Month 36
Option Period III:	Month 37 through Month 48
Option Period IV:	Month 49 through Month 60

The term of the contract is 60 months from date of award.

#### **TASK ORDERS**

Prior to a grant disbursement, the Contracting Officer's Technical Representative (COTR) will request that the Contractor submit a fixed-price travel proposal for the audit in the specified country. This price proposal may include per diem (lodging, meals, and incidental expenses) and transportation expenses within the country in which the audit will occur. (Travel costs into and out of the country in which the audit will occur may not be included.) The COTR will review the proposal and either accept or request revisions to it. Once the travel costs are mutually agreed upon by the COTR and the Contractor, the COTR will issue a Task Order to the Contractor specifying a firm-fixed price for the audit (in accordance with the pricing on the SF-1449) and a firm-fixed price for travel expenses.

#### **COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)**

(a) The Contractor shall comply with all-

- (1) Local laws, regulations, and labor union agreements governing work hours; and
- (2) Labor regulations including collective bargaining agreements, workers' compensation, working conditions, fringe benefits, and labor standards or labor contract matters.

(b) The Contractor indemnifies and holds harmless the United States Government from all claims arising out of the requirements of this clause. This indemnity includes the Contractor's obligation to handle and settle, without cost to the United States Government, any claims or litigation concerning allegations that the Contractor or the United States Government, or both, have not fully complied with local labor laws or regulations relating to the performance of work required by this contract.

(c) Notwithstanding paragraph (b) of this clause, consistent with paragraphs 31.205-15(a) and 31.205-47(d) of the Federal Acquisition Regulation, the Contractor will be reimbursed for the costs of all fines, penalties, and reasonable litigation expenses incurred as a result of compliance with specific contract terms and conditions or written instructions from the Contracting Officer.

## 52.216-18

## ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award through one (1) year period unless option periods are exercised in accordance with 52.217-9.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

## 52.216-19

## ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than one (1) audit, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor--

(1) Any order for a single item in excess of twenty-one (21) audits per country;

(2) Any order for a combination of items in excess of twenty-one (21) audits per country; or

(3) A series of orders from the same ordering office within seven (7) days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within seven (7) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

## 52.216-21

## REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after one (1) year from award date or option renewal.

52.217-9      OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the final 60 days of each contract period; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

52.225-14      INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF  
CONTRACT (FEB 2000)

In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

52.229-6      TAXES--FOREIGN FIXED-PRICE CONTRACTS (JAN 1991) is hereby incorporated by  
reference.

52.252-2      CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.arnet.gov/far>

**NOTE:** This clause (52.212-5) applies in full as shown below to United States owned and operated contractors. Only 52.212-5(a), (b)(1), (d), and (e) apply to non-United States owned and operated contractors.

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (JUNE 2000)**

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.225-13, Restrictions on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, and 13067).
- (3) 52.233-3, Protest After Award (31 U.S.C. 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d) (2) and (3));
- 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4));
- 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- 52.222-26, Equal Opportunity (E.O. 11246).
- 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- 52. 232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

(d) *Comptroller General Examination of Record.* The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4012);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately-Owned U.S. Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).



## **INTER-AMERICAN FOUNDATION STATEMENT OF WORK**

### **DESCRIPTION OF ENTITY AND MISSION STATEMENT**

The United States Congress created the Inter-American Foundation (Foundation) in 1969 to support self-help efforts in Latin America and the Caribbean. The Foundation responds directly to the initiatives of the poor by providing grants to local private organizations. The Foundation receives funding through congressional appropriations and from the Social Progress Trust Fund (SPTF), which is administered by the Inter-American Development Bank.

Established by Congress as an independent agency, the Foundation is apolitical and nonpartisan in its development efforts. A nine-member Board of Directors appointed by the President and confirmed by the Senate of the United States governs the Foundation. By law, six members of the Board are from the private organizations, and three are from the United States Government. Local firms, retained on a contractual basis, perform results monitoring and audit services on Foundation grants in each of the countries in which the Foundation operates.

### **I. SCOPE AND REQUIREMENTS**

#### **A. Scope**

- (1) The scope of this contract and the audits to be conducted in country will be adhered to in accordance with the specific audit guidelines, provided as addendum 1, to this statement of work. The audit, in part, will include a review of the Grantee's books and records to determine whether the Grantee is in compliance with the requirements described in the grant agreements executed between the Inter-American Foundation and the Grantees and to render an opinion on the results of audit.
- (2) The audit will include verification of performance and compliance with grant agreement terms and conditions and any related modifications thereof. The audit will require the auditors to review, evaluate and analyze actual incurred costs and compare the costs with budgeted and proposed line items. Included in the audit report shall be a comparative analysis between the actual incurred costs, [the disbursed budgeted amount] and the overall total budgeted amount. Included with the analysis is a narrative on any significant variances and or issues.
- (3) The audit reports shall be forwarded to the Foundation within the time specified by the Foundation and typewritten in Spanish. Brazil and Haiti shall forward a typewritten audit report in either English or Spanish.

The form and content of the audit report shall be in accordance with the criteria specified by the "Audit Guidelines" established by the Foundation. (See Requirements below.)

#### **B. Requirements:**

- (1) The contractor shall provide all services, personnel, facilities, equipment, and materials necessary to perform the work described by this statement of work.
- (2) The contractor shall conduct all audits performed under this statement of work and the resultant contract in accordance with the Government Auditing Standards as promulgated by the Comptroller General of the United States (The Yellow Book), 1994 Revision with 1999 amendments or earlier if applicable. (Generally Accepted Government Auditing Standards (GAGAS))
- (3) The contractor shall conduct all audits performed under this statement of work and the resultant contract in accordance with generally accepted auditing standards (GAAS).

- (4) The contractor shall also conduct the audits under the Foundation's "Audit Guidelines for Use by Independent Auditors in the Examination of Foundation Grants", 10/20/99 Revision. The "Audit Guidelines for Use by Independent Auditors in the Examination of Foundation Grants" (Audit Guidelines) last revised 10/20/99 is hereby incorporated in its entirety into this statement of work. See Addendum 1 of this Statement of Work.
- (5) The contractor, during the audit, shall also observe and analyze project activity, as outlined in the audit guidelines, report findings, observations and provide any recommendations to the Foundation's Auditor. Any deviations from the grant agreement by the grantee shall be documented by the contractor and reported to the Foundation's Auditor within 30 days following the exit conference date. Additional procedures for these and other "communication" requirements are also outlined in Addendum 1.
- (6) Prior to the disbursement of Foundation grant funds, the Foundation's auditors shall conduct a preliminary review of the Grantee's accounting and finance procedures to verify that the Grantee has adequate systems in place for the administration of Foundation grant funds. The disbursement of Foundation grant funds shall be conditioned upon the satisfactory outcome of this evaluation. The contractor shall send to the Foundation verification that the grantee has an adequate system in place for the administration of Foundation grant funds. The report shall be submitted to the Foundation within 20 calendar days of receipt of a copy of the signed grant agreement sent by the Foundation and shall include a brief description of the system in place. The report may be faxed or sent via e-mail to the Foundation's Auditor or his/her representative.

#### **C. Deliverables**

Deliverables for grant audits shall consist of the following documents:

- (1) An audit report in the format prescribed in the guidelines shall be provided to the Foundation and in accordance with the time frames specified in subparagraph D., below. Specification of these time frames shall be determined in advance, based on the period of the grant agreement.
- (2) The report, in addition to expressing an opinion, shall include any findings, observations, and recommendations, relating to project operations, procedures and processes.
- (3) If requested, work papers (or duplicated copies of the auditors originals) identifying all analyses, work flow, concepts, audit adjustments and computations used to justify the aforementioned findings, observations and recommendations.
- (4) Periodic updates shall be provided, as needed or required to the Foundation's Auditor and or the Foundation's management staff during the audit to allow for discussion of potential findings.

#### **D. Delivery Schedule**

- (1) The contractor shall ensure completion of all deliverables identified in paragraph I-C above in the time frames outlined in the individual grant agreements. The following is a general overview of deliverables:
- (2) Frequency of Audits – The audits shall be conducted in a time frame established by the terms and conditions of the grant agreements. The Foundation's Auditor will communicate with the contractor to ensure audit schedules are followed. The contractor shall comply with the following:
  - (a) Audit Schedule – An audit shall be conducted six months after the first disbursement of Foundation funds to the grantee and every eighteen months thereafter. A final audit shall be conducted within 30 days after the termination or expiration of grant agreement. Audit reports are due at the Foundation no later than 45 days following the commencement of the audit.

- (b) Additional Audits – The contractor shall conduct audits as warranted by the terms of the contract.
- (3) Documentation – findings and observations shall be provided in accordance with audit guidelines specified as reportable conditions. Recommendations shall also be provided as required. Audit reports shall be submitted to the Foundation's Auditor.

**E. Access to Work papers**

- (1) At the request of the Foundation's Auditor or his/her representative, the contractor shall, at its expense provide a copy of any work papers, audit notes, or any other documentation (paper or electronic format) which may be created in performing the audit. These documents shall become the property of the Foundation. Additionally, during the course of the audit or upon completion of the audit work, the contractor's audit report and work papers shall be subject to access and review by the Foundation's Auditor, or his/her representative.
- (2) The work papers shall contain the objectives, scope and methodology, including any sampling criteria used. The work papers shall contain documentation of the work performed to support significant conclusions and judgments, including descriptions of transactions and records examined that would enable an experienced auditor to examine the same transactions and records.
- (3) The work papers shall contain evidence of supervisory reviews of work performed. They shall contain sufficient information to enable an experienced auditor having no previous connection with the audit to ascertain from them the evidence that supports the auditor's significant conclusions and judgments.

**F. Confidentiality**

All work performed under this contract is confidential and is not to be released to outside parties without the express written permission from the Inter-American Foundation's Auditor.

**G. Contractor Qualifications**

- (1) The contractor shall ensure that its staff assigned to conduct audits shall collectively possess adequate professional proficiency for the tasks required as determined by Generally Accepted Government Auditing Standards (GAGAS).
- (2) The contractor shall ensure that the audit staff collectively shall also have the knowledge and skill necessary for the audit. The contractor shall ensure that its audit staff collectively shall also have a through knowledge of government auditing and of the specific or unique environment in which the audit entity operates, relative to the nature of the audit being conducted.
- (3) The contractor's qualifications mentioned here apply to the knowledge and skills of the contractor's audit organization as a whole and not necessarily to each individual auditor.

**H. Contractor's Independence**

- (1) In accordance with the Generally Accepted Government Auditing Standards (GAGAS) and the American Institute of Certified Public Accountants (AICPA) all matters relating to the audit work, the contractor including its employees shall be free from personal and external impairments to independence, shall be organizationally independent, and shall maintain an independent attitude and appearance so that opinions, conclusions, judgments, and recommendations will be impartial and will be viewed as impartial by knowledgeable third parties.

- (2) The contractor shall consider three general classes of impairments to independence – personal, external, and organizational. If one of these impairments affects an auditor's ability to carryout the work and report findings impartially, the contractor should either replace the auditor or in those situations where that auditor cannot be replaced the impairment(s) should be reported in the scope of section of the audit report.
- (3) The contractor shall consider those personal and external impairments that might affect the auditor's ability to do their work and report their findings impartially. If their ability is adversely affected, they should advise the Foundation's Auditor and or COTR and request a course of action. The contractor shall also follow the American Institute of Certified Public Accountants (AICPA) code of professional conduct, the code of professional conduct of the accounting board with jurisdiction over the practices of the public accountants and the audit organization.
- (4) The contractor shall also consider the Audit Guidelines incorporated in this statement of work in their entirety.

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## 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (MAR 2000)

(a) *Standard industrial classification (SIC) code and small business size standard.* The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show----

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) 'Remit to' address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late offers.* (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and –

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it is the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) *Availability of requirements documents cited in the solicitation*. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--- GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Department of Defense Single Stock Point (DoDSSP), Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained ----

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) *Data Universal Numbering System (DUNS) Number*. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfor@mail.dnb.com](mailto:globalinfor@mail.dnb.com).

## **ADDENDUM TO 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (MAR 2000)**

In addition to the items specified in the solicitation provision above, the following information is necessary to enable proper evaluation of offers in response to this solicitation.

Offerors may offer on one (1), some, or all countries.

### **TECHNICAL**

In addition to the items specified in the solicitation provision above, the following information is necessary to enable proper evaluation of offers in response to this solicitation. The offeree must present the following in the same order as outlined in **52.212-2, I. TECHNICAL**. If subcontractor services are offered, the offeror must provide the following information from the subcontractor in order to evaluate the offer.

- (a) Offerors shall submit four separately bound copies of the technical and management proposal.
- (b) (1) The technical and management proposal shall contain only technical and management information, including a breakdown by categories and quantities in person hours proposed. The professional level category shall list all personnel proposed by name and hours of application proposed. Offerors shall NOT provide price information in the technical proposal.
- (2) The organization of the technical and management proposal shall be presented in the same sequential order as the technical and management evaluation criteria and sub criteria set forth in 52.212-2.
- (3) The technical and management proposal shall include, but not necessarily be limited to, the following information to be included at the point or points in the proposal that the contractor believes appropriate.
  - (i) the offeror's proposed work plan for accomplishing all the tasks.
  - (ii) the offeror's proposed professional level staff for contract performance including resumes for all proposed performers. This includes the offeror's employees, consultants and subcontractor personnel.

Each resume shall include:

    - Full name of the proposed professional;
    - Name of employer or self-employed;
    - Contract performance position for which proposed;
    - Post secondary education;
    - Title of thesis and/or dissertation, and nature of field research, if any;
    - Professional level work experience directly relevant to the proposed contract work assignment;
    - Listing of publications (if any) and unpublished papers or lectures directly applicable to the proposed contract work assignment;
    - Listing of licenses held (if any) directly applicable to contract work assignment.
    - No other information shall be included in the resume. No resume shall be more than five (5) pages long.
  - (iii) Preferably at least two (2) names, addresses, phone numbers and contact persons of previous and current clients for whom the contractor has provided services similar to those to be provided to the Inter-American Foundation under the contemplated contract. The Inter-American Foundation may contact these clients as part of its evaluation of any offer submitted.

### **PRICE**

Offerors shall submit prices in United States dollars.

## 52.212-2 EVALUATION -- COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

### I. TECHNICAL

#### 1. Qualifications of the Audit Firm.

- (a) The contractor shall ensure that its staff assigned to conduct audits shall collectively possess adequate professional proficiency for the tasks required.
- (b) The contractor shall ensure that the audit staff collectively shall also have the knowledge and skills necessary for the audit. The contractor shall ensure that its audit staff collectively shall also have a thorough knowledge of government auditing and of the specific or unique environment in which the audited entity operates, relative to the nature of the audit being conducted.
- (c) The contractor's qualifications mentioned here apply to the knowledge and skills of the contractor as a whole and not necessarily to each individual auditor.

#### 2. Qualifications of the Audit Staff.

- (a) Knowledge of the methods and techniques applicable to auditing and the education, skills, and experience to apply such knowledge to the audit being conducted.
- (b) Skills to communicate clearly and effectively, both orally and in writing.
- (c) Skills appropriate for the audit work being conducted. For example:
  - (i) if the work requires use of statistical sampling, the staff shall include persons with experience in statistical sampling;
  - (ii) if the work requires extensive review of computerized systems, the staff shall include persons with expertise in reviewing computerized systems.

#### 3. Public Accountancy Law and Rules.

Accountants and accounting firms meeting these requirements shall also comply with the applicable provisions of the public accountancy law and rules of the jurisdiction(s) where the audit is being conducted and the jurisdiction(s) in which the accountants and their firms are licensed.

#### 4. Technical Approach.

The overall planning, organization and management of the audits.

#### 5. Communication in Spanish and/or English.

Ability to communicate orally and in writing with fluency in Spanish and/or English in Spanish languages countries, in Portuguese and English in Brazil, and in Creole and English in Haiti.

#### 6. Institutional Experience.

- The experience of the audit firm in conducting related audits.

## II. PRICE

Price will be evaluated by using estimated quantities as follows:

SCHEDULE OF SUPPLIES/SERVICES	QUANTITY*				
	Base Year (FY 2000)	Option Year 1 (FY 2001)	Option Year 2 (FY 2002)	Option Year 3 (FY 2003)	Option Year 4 (FY 2004)
Argentina Grant Audit	2	4	3	2	0
Bolivia Grant Audit	5	7	5	7	7
Brazil Grant Audit	17	21	15	6	6
Colombia Grant Audit	6	8	8	6	6
Costa Rica Grant Audit	2	2	2	0	0
Dominican Republic/Haiti Grant Audit	8	12	11	12	11
El Salvador Grant Audit	10	17	18	15	11
Ecuador Grant Audit	6	8	7	8	8
Guatemala Grant Audit	7	11	16	14	14
Honduras Grant Audit	4	6	6	7	8
Panama Grant Audit	4	7	9	9	9
Mexico Grant Audit	11	18	19	17	15
Nicaragua Grant Audit	10	15	15	15	15
Paraguay Grant Audit	2	4	5	4	2
Peru Grant Audit	14	16	17	10	11
Venezuela Grant Audit	7	11	14	9	8

\*NOTE: The Government reserves the right to order quantities less than or greater than (as long as the total contract value is not exceeded) the estimated quantities per year as shown here.

## III. PAST PERFORMANCE

**Technical and past performance, when combined, are approximately equal to price.**

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

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**52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS  
(FEB 2000)**

(a) *Definitions.* As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Women-owned small business concern" means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6050M). (1) *Taxpayer Identification Number (TIN).*

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis. \_\_\_\_\_

(2) *Corporate Status.*

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity:

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(3) *Common Parent.*

☐ Offeror is not owned or controlled by a common parent.

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) *Women-owned business concern (other than small business concern.) [Complete only if the offeror is a woman-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it ☐ is, ☐ is not, a women-owned business concern.

(5) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

---

(6) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]*

(i) *(Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).)* The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) *(Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).)* Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts)

(Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(7) *(Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program---Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)*

(i) *General.* The offeror represents that either----

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the

requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:\_\_\_\_\_.]*

(d) *Representations required to implement provisions of Executive Order 11246--*

(1) *Previous Contracts and Compliance.* The offeror represents that--

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that--

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act--Balance of Payments Program Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act--North American Free Trade Agreement -- Israeli Trade Act -- Balance of Payments Program Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____

---

*(List as necessary)*

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act—North American Free Trade Agreement—Israeli Trade Act—Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act--North American Free Trade Agreements --Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000)* If Alternate I of the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision"

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined by the clause of this solicitation entitled "Buy American Act—North American Free Trade Agreement—Israeli Trade Act—Balance of Payments Program."

Canadian End Products:

Line Item No.

<hr/>
<hr/>
<hr/>

(List as necessary)

(3) *Buy American Act--North American Free Trade Agreements --Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000)* If Alternate II of the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision"

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined by the clause of this solicitation entitled "Buy American Act—North American Free Trade Agreement—Israeli Trade Act—Balance of Payments Program."

Canadian or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

(List as necessary)

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a u.s.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end

products unless the Contracting Officer determines that there are no offers for such products or that offers for such products are insufficient to fill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549)*. The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals [ ] are, [ ] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) [ ] Have, [ ] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and [ ] are, [ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.